

Addendum #1
Questions and Answers
RFP # 305PUR-DHHRFP-LAEMSSURGE-OPH-2016

1. Is the Contractor required to Bill the patient on evacuation transports?

Answer: Contractors activated under this contract are not allowed to bill patients.

2. Is this a personal service contract or a professional services contract?

Answer: Neither. This is a Social Service contract.

3. Is there a bond required?

Answer: No.

4. Are audited financial statements required?

Answer: Audited financial statements are not required, but proposers are strongly encouraged to submit such statements, as they are a preferred means of evaluating the proposer's financial solvency. See Section IV.P.11.b on p. 34 of the RFP: "Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited . . ."

5. Can a provider not currently licensed within the State of Louisiana be considered as a qualified proposer?

Answer: A proposer will be considered qualified only if, at the time of proposal submission, it has the necessary LA licenses for all of the personnel, vehicles, etc. that it would use for the contract.

6. Can the Louisiana Ambulance Alliance be considered as a qualified proposer?

Answer: The Louisiana Ambulance Alliance may be a qualified bidder if they are an organization that fulfills the mandatory requirements set forth in the RFP and is not legally disqualified or ineligible to be awarded a contract under the RFP.

7. Is this an exclusive contract for all Surge Responses for all hazards within the State of Louisiana requiring more than local resources?

Answer: No.

8. If this is not exclusive, is it a primary contract that is activated before other resources are used or is it a “last resort” contract?

Answer: There is no defined order of execution for DHH obtaining resources or a requirement to utilize a particular resource.

9. In the Feb 29, 2016 meeting, this RFP was repeatedly referred to as a means to determine capabilities. The deliverables and qualifying elements, however, seem extremely anti-competitive and discriminatory and discourages responses from most licensed providers in the State of Louisiana. Is this the sole document that is used to determine available resources or will another “Sources Sought” or “Interested Vendor” type of document be issued?

Answer: Yes, this is the sole document that will be used to determine available resources for these services.

10. Is the requirement that all staff members be licensed EMTs or EMT-Paramedics by the State of Louisiana a FEMA requirement or is it a BEMS requirement?

Answer: It is a requirement of Louisiana law, R.S. 40:1135.1 (A)(2)(d).

11. The staffing requirement capacity for this RFP approaches 3000 Louisiana licensed EMTs and Paramedics. In view of the repeated comments that this RFP is not intended to diminish current delivery of EMS throughout the state, please clarify how a provider can submit a qualified proposal to have a 650-ambulance capacity without negatively affecting the delivery of EMS throughout the state.

Answer: The reference to 650 ambulances is provided for informational and situational context purposes only, not as the amount of ambulances a vendor must produce. Each proposal must indicate the minimum and maximum number of resources they are able to provide. There is no defined minimum or maximum.

12. Is there any reimbursement of any kind prior to the activation of a contract resulting from this RFP, i.e., training costs, administrative costs, planning costs- to be paid by the State of Louisiana within or without the terms of the RFP?

Answer: No.

13. Is it a true 3 year contract as stated or is it a 1 year contract with 2 annual renewals? If so, is it negotiable at the end of each year?

Answer: It is a true 3 year contract in the sense that the initial term is 3 years (with the potential for extension for another 2 years) instead of 1 year. It is not negotiable at the end of each year.

14. The RFP doesn't provide for additional negotiations but in the meeting on Feb 29th there were references to this opportunity. Can clarification be given on this?

Answer: As per page 28 of the RFP, Section E(2): "The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer."

15. Are there provisions for interim payments for extended contract obligations, for example, if the mission lasts more than 2 weeks?

Answer: As per page 26 of the RFP, Section K: "The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms."

16. Does this RFP replace existing surge contracts?

Answer: No.

17. Can you identify all potential reimbursement items that are permitted under this contract, including administrative costs, per diem, fuel, staffing costs, ambulance costs, and supply costs?

Answer: Only the expenses identified on the 'Cost Template' found in Attachment V and in each sub-section of the RFP will be considered for payment. It is the responsibility of the Proposer to ensure the costs included in the proposal are allowable.

18. Who will determine which order the contracts will be activated?

Answer: The activation of resources is at the discretion of the Department of Health & Hospitals.

19. What criteria will be used in this decision?

Answer: Depending on the resources requested and/or required, the Department will consider, but may not be limited to, the cost of activation, response time, resource type, and impact on sustainment services.

20. Will all contracts be activated at the same H-Hour?

Answer: The RFP requests vendors to provide proposals for resources that can be utilized to meet any Department request; this is not limited to hurricanes (with a specified H-Hour) or natural disasters.

21. The RFP states that operational periods will be specified by the BEMS Director. Does this mean that the operational periods are not 12 or 24 hours? In addition, can the BEMS Director change the operational periods at his discretion? (p. 8, Section D)

Answer: Operational periods can be set by the BEMS Director to meet the nature of the incident. The RFP specifies that operational periods will not exceed 12 hours.

22. The RFP states “key personnel assigned to the contract may not replace without written consent....” Can you please define what is meant by key personnel? (p.8, Section E)

Answer: Key personnel are those personnel who are identified as such by the proposer in its proposal, as stated in the sentence immediately following the sentence that you quote.

23. The RFP states that software applications used to collect and disseminate information will become the property of DHH. Why would a contractor have to give DHH a software application? The information in the computer program should be all that is necessary. (p. 8, Section H)

Answer: The RFP is being amended to replace the original language of Section H with, “Any information collected by the Contractor in the course of its activities under the contract will become the property of DHH.” See Addendum #2.

24. The maximum amount of contractors to which this RFP can be awarded is two? (p. 9, Section P)

Answer: That is correct.

25. Can a contractor be awarded just deliverable 1 or deliverable 2? Are contractors only allowed to be awarded deliverables 1 and 2 together? (p. 9, Section P)

Answer: The contract for each deliverable will be awarded to the proposer with the highest score on that deliverable. Depending on whether the same proposer scores highest on both deliverables, there will be either (1) a single contractor for both deliverables or (2) two different contractors, one for each deliverable.

26. Will there be a period for follow-up questions if certain answers from the RFP Coordinator do not fully answer questions submitted in the initial question period? (General question)

Answer: No.

27. The RFP states that medical personnel shall not be assigned to more than one operational period per day, or exceed 16 hours of on-duty time per each 24-hour period. (p. 9 Requirements) The RFP later states that personnel shall not exceed 18 hours on duty in any 24 hour time period and are required to have at least 12 hours of off duty time between shifts. (p. 12, Cost). Is it that all emergency medical practitioners cannot work over 16 hours a day, and all other personnel can

only work 18 a day? If that is the case, do emergency medical personnel need 12 hours of off duty between shifts? There needs to be some clarification with these provisions.

Answer: The provisions limiting on-duty hours on pages 12 and 15 under Cost are being amended to read, "Personnel shall not exceed 16 hours on duty in any 24 hour time period and are required to have at least 8 hours of off duty time between shifts."

28. Will contractor be reimbursed for travel to the reporting locations?

Answer: On page 11, under Payment, the 3rd bullet point states that actual travel time (this will comprise the hourly overall cost per unit including salary for the additional crew) will be reimbursed. Documentation must be provided to the check-in unit leader upon arrival at the Ambulance Processing Site.

29. The RFP states that all ambulance missions will be assigned and tracked through the DHH designated system. Does this mean that DHH is designating missions or do the missions come from the local parish level? (P. 10, Direction)

Answer: It will be at the discretion of DHH what missions contractors are assigned.

30. The RFP states that the contractor's staff will provide their direct supervisors with a copy of the summary report. Please define direct supervisor. (p. 12, Monitoring plan for contracted ALS Ambulances)

Answer: Direct Supervisor is the individual in the chain of command who the staff member reports to.

31. What is the BEMS Disaster Protocol and where can it be found? Does this document supersede an ambulance provider's medical/disaster protocol? (p. 10, Medical Control)

Answer: The first sentence of the "Medical Control" paragraph on p. 10 is being amended to read, "All ambulances and their personnel shall follow their sending agency's protocols." See Addendum #2.

32. When would directive from local leadership in an effected area supersede the BEMS disaster protocol? (p. 10, Medical Control)

Answer: The first sentence of the "Medical Control" paragraph on p. 10 is being amended to read, "All ambulances and their personnel shall follow their sending agency's protocols." See Addendum #2.

33. The RFP states that Strike Team Leaders and Division/Group Supervisors must be response ready for the duration of the event or until officially notified to demobilize. Do the personnel

time limitations stated on p. 12, (cost section) apply to Strike Team Leaders and Division/Group Supervisors?

Answer: Yes.

34. What is the NIMS Incident Command Structure, and where can it be found? It is cited several times in the RFP.

Answer: The NIMS Incident Command Structure is a standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations. You can learn more about this system through FEMA publications, the Emergency Management Institute, and their courses found at <https://training.fema.gov/nims/>

35. The RFP states that EMTs and Paramedics shall wear dark blue duty tactical pants and specify other clothing requirements. Can providers wear their company uniform if employed within the state by an ambulance service company? What other exceptions would be allowed for clothing, color, etc.? (p. 19, Logistics)

Answer: All contract personnel must comply with the uniform requirements stipulated in the RFP. No exceptions are permitted.

36. When is the payment due under the RFP? (pg. 26, Section K) The RFP states that payment of invoices is subject to approval of the DHH Contract Monitor. However, there is not timeframe for DHH to pay after the invoices are submitted. There should be a timeline in place for this.

Answer: The timeframe for payment of invoices will be determined when the contract is negotiated.

37. There are stipulations in the contract if the contractor does not meet performance standards, but I do not see any provisions regarding if DHH does not meet its performance standards, i.e. payment, supplying lodging. Are there any stipulations to this effect? Does La. RS 39:1695 apply to this contract? (p. 23, Liquidated Damages/General Question)

Answer: No, the RFP contains no provisions regarding failure of DHH to meet “performance standards”. Yes, R.S. 39:1695 applies to this contract.

38. What is the definition of SFTP as used on page 24, technical requirements?

Answer: The SSH File Transfer Protocol or SFTP is a network protocol that provides file transfer and manipulation functionality over any reliable data stream.

39. Do the documents need to be stored electronically? The RFP discusses software and hardware, but is it a requirement that the contractor have all of the information stored electronically? If hardcopy forms are not acceptance, please indicate where in the RFP this provision is located.

Answer: No.

40. Would it be sufficient for an attestation of the individual/agent who has authority to sign for the corporation? This would be less burdensome on contractors. (P. 37, Section 5)

Answer: No.

41. Would it be sufficient for an attestation of the individual/mandate who has authority to sign for the corporation that the contractor is not prohibited from performing the services? (P. 37, Section 8). This extra step will cause a company to incur legal fees when the articles/bylaws can be read by the corporation's board, employees, or agents.

Answer: No.

42. What is the rationale behind the provision located in DHH CF-1 Section 10? It essentially dictates what a private provider can do with reimbursement from the contract. Does it apply for the term of the contract even though the contract is not active or does it only apply when the contract is active? (DHH CF-1 Section 10)

Answer: This is a standard provision that the Division of Administration, Office of State Procurement currently requires to be included in the CF-1. It implements R.S. 43:31(D), the state law that prohibits the expenditure of public funds for political activities. It applies during the term of the contract, regardless of whether the contract is active or inactive at any given time.

43. The state has the right to terminate the contract for cause or convenience. Why is the contractor not afforded the right to terminate the contract for cause or convenience? Is there any mechanism in which the contractor can terminate the contract without defaulting or breaching the contract? The contractor should not be forced to remain in a contract if DHH does not meet the performance standards of the contract. (DHH CF-1 Section 30-31)

Answer: These are standard provisions that the Division of Administration, Office of State Procurement currently requires to be included in the CF-1. The last sentence of Section 30 does afford the contractor the right to terminate the contract for cause.

44. Who is considered a qualified bidder as used in the RFP? (p. 6 Section C)

Answer: A qualified bidder is an organization that fulfills the mandatory requirements set forth in the RFP and is not legally disqualified or ineligible to be awarded a contract under the RFP.

45. If required to Bill patient how is the contractor going to provide the report to BEMS and be able to Bill the patient when they are deployed in the field and don't have access to necessary equipment.

Answer: Contractors activated under this contract are not allowed to bill patients.

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